

TEXAS WIC PROGRAM

SUBJECT: **VENDOR CONTRACT/POLICY
VIOLATIONS**

POLICY NO.: **FD: 30.0**

EFFECTIVE DATE: APRIL 1, 2000

REPLACES POLICY DATED: December 1, 1997

REF: Federal Regulations, 7 CFR § 246.12

POLICY

Vendors identified and documented as having failed to comply with the Vendor Agreement, policies, procedures and/or federal regulations of the WIC program shall be sanctioned. Penalties assessed shall be applied in a consistent manner and fully documented.

PURPOSE

To provide a deterrent to vendors who might abuse the program or otherwise fail to follow Program rules and to provide a mechanism for reclaiming monies obtained improperly.

PROCEDURE

I. The State Agency (SA) shall routinely monitor the operations of authorized WIC vendors during the term of their Vendor Agreements. Monitoring techniques employed shall include but are not limited to: routine on-site store reviews; covert in-store compliance buys by representatives of the SA; or an invoice audit. The SA may initiate an invoice audit and/or compliance buy for reasons that include, but are not limited to: price differences identified as a result of the on-site store review; the vendor's stock appears inadequate for the volume of WIC redemptions; or for other reasons which indicate the vendor is considered high risk. "High risk" vendors are those which, according to the SA, pose the highest risk of financial loss to the SA. Criteria for identification of high risk shall include but not limited to:

- (1) Indications of flat rate pricing;
- (2) High WIC sales volume and/or high prices;
- (3) Follow-up needed because of previous compliance problems; and
- (4) Complaints from participants or the local agency (LA) have been received.

A. Routine On-site Store Review

1. A vendor may have an on-site store review conducted by a SA

representative. The SA representative shall compare the prices obtained during the visit to at least one recently submitted claim. All identified overcharges shall be recovered and a written warning or more serious sanctions, if appropriate, shall be transmitted to the vendor.

2. During the on-site store visit, the SA representative will identify him/herself to store personnel and will ask to see redeemed WIC food instruments in the register(s) or otherwise on the premises. Such instruments shall be examined for completeness to include assurance that the instruments have all been priced. The routine on-site store review shall also include, but not be limited to: adequacy of stock; expiration dates on WIC food items; food instrument acceptance dates within valid period; vendor identification on the food instruments; participant signatures on food instruments; WIC signage at the store, and adherence to stated "Least Expensive Brands".

B. Invoice Audit

1. Up to 12 months of the most current purchase invoices may be requested from the vendor for analysis. The vendor shall be given 60 days from receipt of written request to submit purchase invoices to the SA, as time is of the essence. The vendor's failure to supply purchase invoices to the SA within the 60 day period shall result in the vendor's disqualification from the program in accordance with the Vendor Agreement. Additional purchase invoices/records shall not be accepted after expiration of the 60 day period.
2. An acceptable purchase invoice shall reflect the name and address of the wholesaler or supplier, date of the purchase, list of the items purchased, size, stock number, quantity, unit price, and dollar extension for the quantity purchased. Retail cash tickets shall include the name and address of the store or a code number by which the store location can be identified, the date of purchase, description of the exact items purchased (e.g. 14 oz. Malt-o-Meal), the unit price of the items purchased and the total amount purchased. If the cash tickets do not completely describe the actual item, they shall have a computer code which can be verified by contacting the store at which the merchandise was purchased. If the cash tickets do not specifically identify the product purchased (e.g., 14 oz. Malt-o-Meal), the WIC vendor shall ask the store manager to list the exact WIC items purchased (brand, type and size) on the back of the receipt. This cash ticket shall also be signed by the store manager.
3. Neither affidavits, Statements of Fact, nor oral statements shall be accepted

as evidence of inventory. Only purchase invoices or retail cash tickets as described in B(1) and (2) above shall constitute acceptable evidence of inventory.

4. Invoice Audit Sanctions

- a. If acceptable purchase invoices do not support amounts paid to the vendor for WIC claims submitted to the SA, the SA shall recover monies overpaid to the vendor. In addition to the recovery of monies, the SA shall issue a written warning to the vendor if the amount of unsubstantiated WIC sales is 1% or less of the audited WIC sales. During the three years immediately following the written warning, if a vendor is again found to have unsubstantiated WIC sales, the vendor will be disqualified for three years. The percentage calculation is derived by dividing the dollar amount disallowed for the audit period by the total audited WIC dollar amount paid for the audit period (See Sanctions Table).
- b. Unsubstantiated WIC sales exceeding 1% shall constitute a pattern of violations and, in addition to repayment of the disallowed amounts, the vendor shall be disqualified for a period of three years.

C. Compliance Buy

1. A SA representative may attempt to redeem WIC food instruments for ineligible food items, ineligible brands of food items, non-food items, excess foods, credit, and/or cash. In addition, the SA representative may test for overcharging, being charged for foods not purchased, as well as compliance with the vendor's declared traditionally least-expensive brands of juice and milk products and the requirement that prices are prominently displayed (prices shall be displayed either on the food item, on the shelf where the food item is displayed, or otherwise displayed where WIC clients can easily see them). A SA representative may also test for other violations of other policies and the Vendor Agreement.
2. At least three buys/passes shall be made. The buys/passes do not have to be completed on the same day, and shall be made with different checkout clerks, if possible. A positive pass is defined to include Vendor Agreement and policy violations including but not limited to one or more WIC food instruments redeemed for ineligible food items, unauthorized brands, other than the declared traditionally least expensive brands, non-food items,

overcharges, charging for foods not received, and/or cash during an in-store compliance buy visit. A positive pass is also defined as one or more WIC food instruments redeemed with forgeries of the recipient's signature, and/or the validation information on the face of the food instruments. In addition, a positive pass is defined as one or more WIC food instruments accepted at an unauthorized location and submitted for payment to the state agency through an authorized outlet.

3. WIC food instruments redeemed for ineligible food items, ineligible brands, non-food items, credit, overcharges, charges for food not purchased, and/or cash shall not be paid. WIC food instruments redeemed with forgeries shall not be paid. WIC food instruments accepted at an unauthorized location and submitted for payment through an authorized outlet shall not be paid.
4. If a vendor issues a non-contract brand of formula when the food instrument authorizes only contract formula as described in the Vendor Agreement, Sec. 2(p), the vendor is in noncompliance. Once noncompliance is identified by either one or two positive compliance buys/passes, a written warning shall be issued to the vendor. If three or more positive passes document issuance by the vendor of noncontract brand formula when the food instrument authorizes only contract formula, the SA shall disqualify the vendor. Three or more positive passes occurring within a period of 15 months shall constitute a pattern of noncompliance, and the SA shall disqualify the vendor for one year.
5. For issuing unauthorized brands of food and/or charging for foods provided in excess of those on the food instrument on one, two, or three passes (with the exception of non-contract formula) in exchange for a WIC food instrument (e.g. issuing an unauthorized cereal such as Post Sugar Crisp instead of an authorized cereal), the SA shall issue a written warning to the vendor. Noncompliance documented by four positive passes within a period of 15 months shall constitute a pattern of noncompliance, and the SA shall disqualify the vendor for one year.
6. For issuing other than the declared least expensive brand of milk products and/or juice when the declared items are in stock on up to three positive passes, the SA shall issue a written warning to the vendor. Documentation of noncompliance on four positive passes within a period of 15 months shall constitute a pattern of noncompliance, and the SA shall disqualify the vendor for one year.

7. In the event forging the food instrument recipient's signature and/or validation information on the WIC food instrument(s) is identified and documented through one or more compliance buys or means other than compliance buys, the SA shall disqualify the vendor for three months.
8. For issuing unauthorized foods during one positive compliance buy/pass in exchange for WIC food instruments (e.g. issuing a six-pack of soft drinks instead of fluid milk or issuing a bag of rice instead of authorized cereal), the SA shall issue a written warning to the vendor. Noncompliance documented by two or more positive passes shall constitute a pattern of noncompliance, and the SA shall disqualify the vendor for one year.
9. For charging the SA for foods not received by the food instrument recipient, and/or charging the SA more than charged other customers for the same items, the following shall apply:
 - a. For charging the SA for foods not received by the food instrument recipient on one of three compliance buys/passes, the SA shall issue a written warning to the vendor. Two positive passes shall constitute a pattern of noncompliance, and the SA shall disqualify the vendor for three years.
 - b. For charging the SA more than other customers or more than the shelf price on one of three compliance buys/passes or on two of three passes where the total amount of the overcharge is 1% or less than the shelf price of the items overcharged, the SA shall issue a written warning to the vendor. Overcharging the SA on two passes in an amount totaling more than 1% of the shelf price of the items overcharged or overcharging in any amount on three passes shall constitute a pattern of noncompliance, and the SA shall disqualify the vendor for three years.

Note: If there is a difference between the posted shelf price of an item and the price charged by a computerized store system where food items are scanned for pricing, then the scanned price evidenced by a sales receipt given by the vendor will be deemed the "customary selling price".

10. For providing credit, including rain checks, and/or non-food items (other than alcohol, alcoholic beverages, cash, tobacco products, firearms, ammunition, explosives, controlled substances) in exchange for a WIC food

instrument (examples of non-food items are diapers, and detergent) on one of three passes, the SA shall issue a written warning to the vendor. Two positive passes shall constitute a pattern of noncompliance, and the SA shall disqualify the vendor for three years.

11. For providing cash (trafficking), firearms, ammunition, explosives, or controlled substances in exchange for a WIC food instrument on one or more positive passes, the SA shall disqualify the vendor for six years. If a vendor is convicted by a court of law for any of these violations, the SA shall permanently disqualify the vendor.
12. For providing alcohol or alcoholic beverages or tobacco products in exchange for a WIC food instrument on one or more positive passes, the SA shall disqualify the vendor for three years.
13. Redeeming food instruments outside authorized channels
 - a. If food instruments are accepted at a location/vendor on one positive compliance buy/pass and submitted to the SA for reimbursement through an alternate outlet, the SA shall issue a written warning to the vendor.
 - b. Acceptance of food instruments by a vendor at a location and submission to the SA for reimbursement through an alternate outlet on two or more compliance buys/passes shall constitute a pattern of noncompliance, and the following shall apply:
 - (1) The unauthorized location/vendor shall not be eligible to apply for WIC authorization for:
 - (a) Three years from the date of the location/vendor's receipt of SA notification;
 - (b) If the location/vendor is currently disqualified from the Program for a period in excess of three years, the longer period shall apply.
 - (2) The authorized location/vendor shall be disqualified for a period of three years by the SA.
 - (3) The SA shall not pay for any food instruments accepted by an unauthorized outlet.

14. For not entering price(s) onto a food instrument at the time of purchase on three positive compliance buys, the SA shall disqualify the vendor for a period of one month. For four positive passes, the disqualification shall be six months. Five or more positive compliance buys/passes shall constitute a pattern, and the SA shall disqualify the vendor for one year.

D. Other Program Violations

1. Accepting instruments beyond their valid period;
2. Failing to offer WIC customers the same courtesies and discounts as offered to other customers, such as manufacturers' cents-off coupons;
3. Seeking restitution from participants for food instruments not paid by the State;
4. Improperly using the WIC acronym; and
5. Improperly labeling WIC foods, such as:
 - a. Labeling a food as WIC-approved when it is not the declared least expensive brand;
 - b. Labeling a food as WIC-approved when it is not authorized;
 - c. Labeling a food as WIC-approved while failing to label other WIC-approved foods within the same food category, such as labeling a house brand cereal but not other WIC-approved brands.

If a vendor commits any of the above violations, a warning shall be issued. If after receiving a written warning, the vendor commits any three of the above violations, the vendor shall be disqualified for one month. After receiving a written warning, if a vendor commits any four of the above violations, the vendor shall be disqualified for three months. If the vendor commits any five of the above violations, the vendor shall be disqualified for six months.

- II. If a vendor who has been assessed a sanction based on a pattern of noncompliance described in Sections I.B.4.b., I.C.4., I.C.5., I.C.6., I.C.8., I.C.9., I.C.10., I.C.11., I.C.12., or I.C.13. of this Policy (FD:30.0) receives another sanction for any of the same violations, the second sanction shall be doubled. Sanctions for subsequent violations shall be also doubled.

- III. A vendor's termination of a Vendor Agreement after having received notification of a violation by the SA shall not deprive the SA of jurisdiction to impose sanctions for Program violations set forth in Sections I.B.4.b., I.C.4., I.C.5., I.C.6., I.C.8., I.C.9., I.C.10., I.C.11., I.C.12., or I.C.13. of this Policy (FD:30.0). If the outlet/vendor fails to request a hearing according to Policy GA:05.0, Right of Administrative Appeal, the SA shall impose the sanction proposed in the notice.
- IV. A vendor will be notified in writing of the results of any on-site store review, invoice audit, and/or compliance buy, and any resultant Program violations and sanctions.
- V. In lieu of disqualification, the SA may impose a civil money penalty (CMP) on a vendor.
 - A. For vendor policy/contract violations that would result in a one-month disqualification, the SA shall notify the vendor of the sanction(s) the SA is proposing and offer the vendor the opportunity for a hearing in accordance with Policy GA:05.0, Right of Administrative Appeal. The possible sanctions are:
 - 1. Disqualification of the vendor for one month, or;
 - 2. As an alternative to the disqualification, a CMP equal to the sum of the compliance buy disallowance plus the SA's administrative costs, multiplied by 12.

Prior to a hearing on the matter, the outlet/vendor may choose either to accept the disqualification or to pay the CMP stated in Section V.A. above. The outlet/vendor shall notify the SA of its decision in writing not less than 14 days before the date set for the hearing. Following a hearing, the hearing examiner, on behalf of the SA, may uphold the disqualification or impose a CMP ranging from the minimum of the prehearing amount, calculated as described in Section V.A of this Policy FD:30.0, plus all administrative costs associated with preparing for and conducting the hearing, not to exceed an amount equal to one month's average WIC sales/redemptions by the vendor.

- B. For vendor policy/contract violations that would result in a disqualification of two to not more than six months, the SA shall notify the vendor of the sanction(s) proposed and shall offer the vendor the opportunity for a hearing in accordance with GA:05.0. The possible sanctions are:
 - 1. Disqualification of the vendor for the stated period, or;
 - 2. In lieu of disqualification, a CMP calculated as follows:

- a. Determine the vendor's average monthly redemptions for the most current six-month period available.
 - b. Multiply the average monthly redemption figure by 0.1 (10 percent); and
 - c. Multiply the result from subsection V.B.2.b. above by the number of months the vendor would have been disqualified, provided that the CMP shall not exceed \$10,000 for each violation nor more than \$40,000 as part of a single investigation.
- C. A vendor may not elect to pay a CMP in lieu of a proposed disqualification period longer than six months unless the SA determines that disqualification would result in inadequate participant access. A determination by the SA regarding participant access is not subject to administrative review in accordance with 7 CFR §246.12(f)(2)(xvii). If the SA determines that disqualification would result in inadequate participant access, the CMP shall be calculated as follows:
 1. Determine the vendor's average monthly redemptions for the most current six-month period available.
 2. Multiply the average monthly redemption figure by 0.1 (10 percent);
 3. Multiply the result from subsection V.C.2. above by the number of months the vendor would have been disqualified, provided that the CMP shall not exceed \$10,000 for each violation nor more than \$40,000 as part of a single investigation;
 4. For a violation that warrants permanent disqualification, the amount of the CMP shall be \$10,000. When, during the course of a single investigation, the SA determines a vendor has committed multiple violations, the SA shall impose a CMP for each violation. The total amount of the CMPs imposed for violations investigated as part of a single investigation shall not exceed \$40,000.
- D.
 - a. If a vendor who previously has been disqualified or has paid a CMP based upon pattern of noncompliance as described in Sections I.B.4.b., I.C. 4., I.C.5., I.C.6., I.C.8., I.C.9., I.C.10., I.C.11., I.C.12., or I.C.13. of this Policy (FD:30.0) receives another disqualification or elects to pay a CMP in lieu of disqualification for any of these violations, the disqualification period or the CMP shall be doubled.

However, the CMP shall not exceed the limits set forth in Section V.C.4. No CMP shall be accepted for a third and subsequent sanction for violations listed in this paragraph. No CMP shall be accepted in lieu of permanent disqualification.

- E. The SA may agree to accept CMPs and fines paid in installments. If a vendor does not pay, pays only partially, or fails to pay a CMP assessed in lieu of disqualification in a timely manner, the SA shall disqualify the vendor for the length of the disqualification corresponding to the violation for which the civil money penalty was assessed.
- VI. Disqualification for violations identified during one contract period may be imposed in a subsequent contract period, if the vendor has been notified in writing at least 15 days prior to the disqualification date. For violations requiring more than one incident to establish a pattern of noncompliance and occurring within 15 months of each other, the number of incidents shall be aggregated by type set forth in the Sanctions Table and sanctions shall be imposed accordingly for the most severe violation type. Different violation types will not be aggregated. However, incidents of noncompliance with competitive pricing shall be aggregated for up to 18 months. Incidents of noncompliance related to inventory audit shortfalls shall be aggregated for up to three years.
- VII. Disqualification from the Food Stamp Program shall result in an automatic disqualification of the same duration from the WIC Program. However, the effective date of disqualification from the WIC Program is at the discretion of the SA.
- VIII. The SA shall disqualify a vendor who has been assessed a CMP in the Food Stamp Program based on hardship, as provided by Food Stamp Program regulations, 7 CFR §278.6. The length of the disqualification shall correspond to the period for which the vendor would otherwise have been disqualified in the Food Stamp Program. However, if the SA determines that inadequate participant access would result, no disqualification may be imposed.
- IX. A vendor's disqualification from the WIC Program may result in withdrawal of the vendor's food stamp authorization, which is not subject to administrative or judicial review under Food Stamp Program regulations, 7 CFR §278.6(e)(8).
- X. A vendor being disqualified shall be given at least 15 days prior notice before the proposed disqualification becomes effective, with the exception of conviction for trafficking in food instruments or selling firearms, ammunition, explosives, or controlled substances in exchange for food instruments, which is effective on receipt of the notice. Policy No. GA:05.0 allows vendors to formally appeal any adverse action affecting participation with the exception of the expiration of the vendor's agreement, SA disqualification based on a

disqualification or CMP imposed by the Food Stamp Program, or a determination by the SA concerning adequate participant access. The affected vendor shall provide the SA with a written request for a hearing within 15 days of receipt of the disqualification notice. The request shall, at a minimum, describe the action that is being appealed.

- XI. A vendor who has been disqualified but who, at the end of such period, is still under agreement shall be allowed reinstatement rights.
- XII. A vendor who commits fraud or abuse of the WIC Program funds is liable to prosecution under applicable State and Federal laws. The SA shall refer vendors who abuse the Program to Federal, State, or local authorities for prosecution under applicable statutes, where appropriate. Under Section 246.23 of the Federal Rules and Regulations, anyone who embezzles, willfully misapplies, steals, or obtains by fraud any funds provided under Section 17 of the Child and Nutrition Act of 1966, as amended, shall be subject to a maximum fine of \$10,000 or imprisonment for not more than five (5) years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1000 or imprisonment for not more than one year or both. These penalties are in addition to those already stated.
- XIII. Program regulations and the Vendor Agreement allow the SA to assess and collect reasonable administrative costs, as liquidated damages, from vendors who commit fraud or abuse of the Program. Applicable administrative costs include, but are not limited to the salaries, benefits, and travel of SA personnel which are incurred to investigate and document the fraud or abuse committed.
- XIV. Any actions instituted against a vendor as described in this policy shall be considered before recontracting with the vendor and may be used as criteria in determining whether the vendor is eligible to recontract (See Policy FD: 10.1).
- XV. The State, as well as officers, agents, and employees of the State, are not responsible for losses incurred by the vendor as a result of denial of application to participate, disqualification, and/or expiration of the Vendor Agreement.

Sanctions Table - WIC Policy FD:30.0

Violation Type		Number of incidents	Sanction	Additional Information
A	conviction of trafficking, selling firearms, explosives, ammunition, controlled substances	1	permanent disqualification	The State Agency (SA) shall not accept a civil money penalty (CMP) in lieu of disqualification.
B	trafficking, selling firearms, explosives, ammunition, controlled substances	1	6 years disqualification	The SA shall not accept a CMP in lieu of disqualification unless it determines inadequate participant access to other authorized vendors in the area.
C	selling alcohol or tobacco products	1	3 years disqualification	The SA shall not accept a CMP in lieu of disqualification unless it determines inadequate participant access to other authorized vendors in the area.
D	inventory audit shortfall	1% and under 1%and under, 2nd occurrence over 1%	warning 3 years disqualification 3 years disqualification	The State shall not accept a CMP in lieu of disqualification unless it determines inadequate participant access to other authorized vendors in the area.

Violation Type		Number of incidents	Sanction	Additional Information
E	charging WIC customers more than other customers or more than shelf price	1	warning	The SA shall not accept a CMP in lieu of disqualification unless it determines inadequate participant access to other authorized vendors in the area.
		2	warning or 3 years disqualification	
		3	3 years disqualification	
F	redeeming outside authorized channels	1	warning	The State shall not accept a CMP in lieu of disqualification unless it determines inadequate participant access to other authorized vendors in the area.
		2	3 years disqualification	
G	charging for foods not received	1	warning	The SA shall not accept a CMP in lieu of disqualification unless it determines inadequate participant access to other authorized vendors in the area.
		2	3 years disqualification	
H	providing credit or non-food items other than alcohol, cash, tobacco, firearms, explosives, controlled substances	1	warning	The SA shall not accept a CMP in lieu of disqualification unless it determines inadequate participant access to other authorized vendors in the area.
		2	3 years disqualification	
I	providing unauthorized foods	1	warning	The State shall not accept a CMP in lieu of disqualification unless it determines inadequate participant access to other authorized vendors in the area.
		2	warning	
		3	1 year disqualification	

Violation Type		Number of incidents	Sanction	Additional Information
J	providing unauthorized brands of food except non-contract formula substitution or excess foods	1	warning	The SA shall not accept a CMP in lieu of disqualification unless it determines inadequate participant access to other authorized vendors in the area.
		2	warning	
		3	warning	
		4	1 year disqualification	
K	providing non-contract formula contrary to food instrument imprint	1	warning	The SA shall not accept a CMP in lieu of disqualification unless it determines inadequate participant access to other authorized vendors in the area.
		2	warning	
		3	1 year disqualification	
L	providing non-least expensive brand (milk products, juice)	1	warning	The State shall not accept a CMP in lieu of disqualification unless it determines inadequate participant access to other authorized vendors in the area.
		2	warning	
		3	warning	
		4	1 year disqualification	
M	being disqualified from the Food Stamp Program	1	same length disqualification as Food Stamps	The SA shall not accept a CMP in lieu of disqualification unless it determines inadequate participant access to other authorized vendors in the area.
N	forging participant signature or validation information on food instrument	1	3 months disqualification	The SA may negotiate a CMP in lieu of disqualification for periods of 6 months or less at the request of the vendor.

Violation Type		Number of incidents	Sanction	Additional Information
O	not entering price at the time of purchase	1	warning	The SA may negotiate a CMP in lieu of disqualification for periods of 6 months or less at the request of the vendor. The SA shall not accept a CMP in lieu of disqualification for a period longer than 6 months unless it determines inadequate participant access to other authorized vendors in the area.
		2	warning	
		3	1 month disqualification	
		4	6 month disqualification	
		5	1 year disqualification	
P	non-competitive prices (See Policy FD: 10.1)	1	warning	The SA may negotiate a CMP in lieu of nonrenewal of the Vendor Agreement at the request of a vendor. Expiration of the Vendor Agreement is not subject to appeal.
		2	nonrenewal for 6 months	
Q	shelf prices not prominently displayed	1	warning	The SA may negotiate a CMP in lieu of disqualification for periods of 6 months or less at the request of the vendor. The SA shall not accept a CMP in lieu of disqualification for a period longer than 6 months unless it determines inadequate participant access to other authorized vendors in the area.
		2	warning	
		3	1 month disqualification	
		4	6 month disqualification	
		5	1 year disqualification	
R	being assessed a CMP by the Food Stamps Program	1	same length disqualification as the Food Stamp Program would have assessed	The SA is precluded from negotiating a CMP in lieu of disqualification. However, the SA shall not disqualify if it determines inadequate participant access to other authorized vendors in the area.

Violation Type		Number of incidents	Sanction	Additional Information
S	failure to submit invoice documentation within 60 days of request	1	disqualification/ nonrenewal	The SA shall not accept a CMP in lieu of disqualification unless it determines inadequate participant access to other authorized vendors in the area. Expiration of the Vendor Agreement is not subject to appeal.
T	redeeming food instruments outside valid period, failing to offer WIC customers the same courtesies and discounts as offered to other customers, seeking restitution from participants for food instruments not paid, incorrect labeling of WIC products	1 2 3 4 5 6	warning warning warning 1 month disqualification 3 month disqualification 6 month disqualification	The SA may negotiate a CMP in lieu of disqualification for periods of 6 months or less at the request of the vendor.